

***Placer County Flood Control and Water Conservation District and the  
FEDERAL EMERGENCY MANAGEMENT AGENCY***

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**Cooperating Technical Partner**

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**Memorandum of Agreement**

**AGREEMENT** is made on August 13, 2001 by these parties: Placer County Flood Control and Water Conservation District (State of California) and the Federal Emergency Management Agency (FEMA).

**WHEREAS** the National Flood Insurance Program (NFIP) established by the National Flood Insurance Act of 1968 has several purposes, the most significant being:

- To better indemnify individuals from losses through the availability of flood insurance;
- To reduce future flood damages through community floodplain management regulations; and
- To reduce costs for disaster assistance and flood control.

**WHEREAS** a critical component of this program is the identification and mapping of the nation's floodplains to create a broad-based awareness of the flood hazard and to provide the data necessary for community floodplain management programs and to actuarially rate flood insurance;

**WHEREAS** the Federal Emergency Management Agency (FEMA) administers the National Flood Insurance Program (NFIP) and is authorized by § 1360 of the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4101), to establish and update flood-risk zone data in floodplain areas. Further, in the identification of flood-prone areas, FEMA is authorized to consult with, receive information from, and enter into agreements or other arrangements with the head of any State, regional, or local agency in order to identify these floodplain areas.

**WHEREAS** FEMA encourages strong Federal, State, regional, and local partnerships for the purposes of reducing flood losses and disaster assistance; and FEMA and its State, regional, and local partners have determined that it is advantageous to encourage and formalize greater cooperation in the flood hazard identification and mapping processes; and many communities and the agencies that serve them have developed considerable technical capabilities and resources that provide the opportunity to improve and expand the collection, development, and evaluation of flood hazard data; and

**WHEREAS** Placer County Flood Control and Water Conservation District participates in the NFIP, and Placer County Flood Control and Water Conservation District has been deemed by FEMA to be in good standing in the NFIP; and

**WHEREAS** Placer County Flood Control and Water Conservation District has expressed a desire to perform certain functions in the flood hazard identification process and has provided evidence that it has sufficient technical capability and will dedicate the resources necessary to perform those functions.

**NOW THEREFORE**, it is mutually agreed that the parties enter into this agreement to work together to create and maintain accurate, up-to-date flood hazard data for Placer County and its communities subject to the terms and conditions recited below.

### **1. CONSULTATIONS**

The parties shall collaborate on flood hazard identification activities and shall consult with each other to fully integrate each other's contributions into flood hazard identification efforts. Questions regarding the execution of the agreement will be resolved by an implementation committee consisting of a FEMA representative (Cooperating Technical Partner Coordinator for FEMA Region 9) and a Placer County Flood Control and Water Conservation District representative (District Engineer). If this committee is unable to resolve technical issues the parties agree to consult to resolve the dispute through procedures acceptable to both parties.

### **2. EVALUATION**

The parties shall review the partnership created by the agreement annually on the date mentioned above to determine and evaluate the activities undertaken to maintain accurate flood hazard data, and to revise the agreement as necessary.

### **3. RESOURCE COMMITMENT**

The parties agree to commit the appropriate staff time, technical, and financial resources sufficient to coordinate effectively with all entities impacted by flood hazard identification efforts to implement this agreement, and to develop the information, if any, required by Section 5 below.

### **4. STANDARDS**

Unless otherwise indicated, all flood hazard identification activities will be accomplished according to FEMA's Guidelines and Specifications for Study Contractors (FEMA 37) dated 1/95 and FEMA's Guidelines and Specifications for Flood Map Production Coordination Contractors dated 2/17/99, and all subsequent revision to these documents.

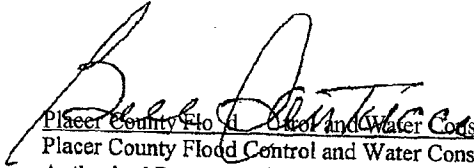
### **5. SPECIFIC INITIATIVES**

When specific initiatives or projects are to be performed, they will be forward through and negotiated by the Placer County Flood Control and Water Conservation District and shall be attached as negotiated Task items in a Mapping Activity Statement. For this Memorandum of Agreement to go into effect, no Task items are required.


### **6. TERM**

The respective duties, responsibilities and commitments of the parties in this agreement shall begin on the date this Agreement is signed by the parties and may be periodically renewed, revised, or terminated at the option of any of the parties. The parties agree that a 60-day notice shall be given prior to the termination of this agreement.

**THEREFORE**, each party has caused this Agreement to be executed by its duly authorized representatives on the date mentioned above.

  
Placer County Flood Control and Water Conservation District  
Placer County Flood Control and Water Conserv  
Authorized Representative

8-13-01  
Date

  
FEMA Authorized Representative:  
Sally Ziolkowski, Director, Mitigation Division, RIX

8/22/01  
Date

Approved as to form:

  
Placer County Flood Control and Water Conservation District  
District Counsel